



ENTERPRISE SERVICE LEVEL AGREEMENT (SLA) DEDICATED INTERNET ACCESS (DIA)

1.0 **Service Level Guarantees.**

1.1 Backbone Availability. The Tekify IP backbone network is guaranteed to make Service available to Customer 99.99% of the time. (The Tekify IP backbone network includes Tekify-provided routers and transmission.) If this Guarantee is not satisfied during a calendar month, Customer may be credited for each full hour of Service non-availability as is described under section 2.2 below.

1.2 Backbone Latency. The Tekify IP backbone network is guaranteed to have an average roundtrip packet transit time within the Tekify IP backbone network of no more than 65ms. (This average latency is measured as the average of 15-minute samples across the Tekify IP backbone network as taken throughout a calendar month.) If this Guarantee is not satisfied during a calendar month, Customer may be credited one-thirtieth (1/30th) of the MRC for each full 1ms exceeding the 65ms average.

1.3 Backbone Packet Loss. The Tekify IP network is guaranteed not to cause an average packet loss of more than one percent (1%) during any calendar month. If this Guarantee is not satisfied during a calendar month, Customer may be credited one-thirtieth (1/30th) of the MRC for each full percentage point above the one percent (1%) average maximum.

1.4 Backbone Network Jitter. The Tekify IP network is guaranteed not to cause a maximum average network jitter delay of more than 10ms during any calendar month. If this Guarantee is not satisfied during a calendar month, Customer will be credited one-thirtieth (1/30th) of the MRC for each full millisecond (1ms) exceeding the 1ms average.

1.5 Mean Time to Repair (MTTR). In the event of a Local Loop outage, Tekify guarantees service restoration will occur within four (4) hours from the time an outage is reported by the customer. In the event service is not restored within four (4) hours, Customer may be credited one (1) day's credit (1/30 of the monthly fees for the affected service) for each one (1) hour that exceeds the initial four (4) hour MTTR in a given calendar month. MTTR is calculated as:

$$\frac{\text{The sum of all trouble ticket service restoration intervals relative to Local Loop Availability in the calendar month}}{\text{The total number of trouble tickets relative to Local Loop Availability in the calendar month.}}$$

2.0 Local Loop Availability. Local Loop Availability is based on the total number of minutes in a billing month during which the Dedicated Internet service is unavailable to exchange data between any of Tekify's Dedicated Internet Routers due to a Hard Outage, divided by the total number of minutes in that month. Availability is based on the total number of minutes per calendar month.

2.1 Calculation. Availability is the percentage of time that the Customer's site is not subject to a Hard Outage within a given billing month.

Monthly Availability (%) =

$$\left(1 - \frac{\text{Total minutes of site Hard Outage per month}}{\# \text{ days in month } \times 24 \text{ hours } \times 60 \text{ min}} \right) \times 100\%$$

2.2 Credit Structure and Amounts. If Tekify fails to meet the availability SLA, Customer account may be credited a percentage of the Monthly Recurring Costs ("MRC") for Dedicated Internet Services for the affected service based upon the availability calculated for the calendar month as shown in the table below. Services qualify for credits when the total percentage of availability in a calendar month is less than the stated SLA.

The Local Loop, which includes the network access technology and Tekify-provided CPE, is guaranteed to make Service available to Customer as is shown in the table below.

Availability Credit Table

Credit as a Percentage of Monthly Recurring Costs		
Service Availability %		Credit Percentage
From	To	
<100%	99.90%	0%
99.89%	99.50%	5%
99.49%	99.00%	10%
98.99%	97.00%	15%
96.99%	95.00%	25%
94.99%	93.00%	35%
92.99%	90.00%	50%
Less than 90.00%		100%

3.0 Limitations on Service Level Guarantees. Each Service Level Guarantee above is subject to the following performance and measurement limitations:

- (1) Customer must contact Tekify Customer Service at 1-510-266-5800 to open a trouble ticket and request an SLA credit;
- (2) Measurements for Service Level Guarantees (outage credits, MTTR, or any others) begin at the time a trouble ticket is opened by the customer;
- (3) The total amount credited may not exceed the applicable monthly recurring charge (MRC) for the affected DIA Service;
- (4) SLA measurements will not include Customer-owned Equipment, Customer's Local Area Network (LAN), any scheduled maintenance event, Customer caused Service interruptions (including those resulting from the action or inaction of third parties Customer controls or has the capability to control; interconnections to or from, and connectivity within, other Internet Service Provider (ISP) networks, and force majeure events defined or described in the Dedicated Internet Services Agreement.
- (5) Only one credit may be issued towards an affected DIA circuit for any given period of outage;
- (6) Customer must make a Performance Claim in writing no more than 14 days after the end of the outage event for which Customer claims that Tekify failed to meet an SLA, or Customer waives its right to make a Performance Claim for that period. For purpose of the SLA, a "Performance Claim" is a written notice sent to the designated representative of Tekify advising of the perceived violation of the SLA. Only one SLA parameter violation may be claimed per event. Customer must be in good standing with Tekify with regard to account receivables in order to submit a performance claim.

Appendix A

General Exclusions

The following exclusions apply to all Service Level Agreements contained in this document:

- No credit will be due to the extent the SLA is not met because of any act or omission on the part of the Customer, its contractors or vendors, or any other entity over which the Customer exercises control or has the right to exercise control.
- No credit will be due to the extent the SLA is not met because of a Force Majeure event, as defined in the Agreement.
- No credit will be due to the extent the SLA is not met because of scheduled maintenance by Customer or entities under Customer's direction or control.
- No credit will be due to the extent the SLA is not met because of scheduled maintenance by Tekify within Tekify's maintenance windows.
- No credit will be due to the extent the SLA is not met because of the amount of time delays due to Customer. This includes delays which prevent Tekify physical access to the CPE equipment for repairs.
- No credit will be due to the extent the SLA is not met because proper power is not available to the CPE.

Appendix B

Terms and Definitions

Term	Definition
Billing Month	The period of time used for the monthly invoice. This is usually a minimum of 30 days but starts after the first of any month.
Circuit	A circuit is a Connection into Tekify's IP Network.
Connection	Connection is a port on Customer's network connected to Tekify's IP Network.
Customer Premise Equipment ("CPE")	Service equipment located at the Customer site.
Customer Time	Time delays attributable to or caused by one or more of the following: <ul style="list-style-type: none"> • Incorrect or incomplete information provided by Customer; • Tekify or the Tekify approved maintenance provider being denied access to CPE or network components at the Customer location when access is required; • Failure or refusal by Customer to release the circuit for testing; or • Customer unavailability where needed to close a trouble ticket.
Hard Outage	<ul style="list-style-type: none"> • Total Loss of Service • Dedicated Internet Service degradation such that Customer is unable to use the Dedicated Internet Service and Customer is prepared to release the circuit to Tekify for immediate testing.
MRC	Monthly Recurring Charge.
MTTR	Mean Time to Repair
port	An entrance to and/or exit from a network.
router	The term "router" means a device capable of routing IP packets through an IP network.
site	A site is a Customer's Dedicated Internet Service location that includes CPE and a Connection.
Soft Outage	Dedicated Internet Service degradation such that Customer is still able to use the Dedicated Internet Service (e.g. slow data transmission) or degradation where customer is NOT prepared to release the circuit to Tekify for immediate testing.
Trouble Ticket	The result of reporting by a Customer to Tekify of either perceived Dedicated Internet Service outage or Dedicated Internet Service degradation.